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ENTERED

JAN 6 1961

CLERK, U. S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

FILED

JAN 5 1961

CLERK, U. S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNIVERSAL CITY STUDIOS, INC.,
a corporation,

Plaintiff,

vs.

RKO GENERAL, INC., a corporation,
DINO DeLAURENTIIS CORPORATION, a
corporation, and RICHARD COOPER,

Defendants.

RKO GENERAL, INC., a
corporation,

Defendant and
Counter-Claimant,

vs.

UNIVERSAL CITY STUDIOS, INC.,
a corporation,

Plaintiff and
Counter-Defendant.

NO. CV 75-3526-R

FINAL JUDGMENT FOR
DAMAGES ON CROSS-
COMPLAINT OF RICHARD
COOPER

A002213

1 RICHARD COOPER,

2 Defendant and
3 Cross-Complainant,

4 vs.

5 RKO GENERAL, INC.,
6 a corporation,

7 Defendant and
8 Cross-Defendant.

9 The Cross-Complaint of Defendant and Cross-Complainant
10 Richard Cooper came on regularly for trial before the Court,
11 without a jury, on September 1, 1976, the Honorable Manuel L.
12 Real, United States District Judge presiding. Defendant and
13 Cross-Complainant, Richard Cooper, appeared by Kadison, Pfaelzer,
14 Woodard, Quinn & Rossi by Richard K. Simon, Esq. and Lee L.
15 Blackman, Esq.; Defendant, Counter-Claimant, and Cross-Defendant
16 RKO General, Inc. ("RKO") appeared by Lillick, McHose & Charles by
17 Anthony Liebig, Esq. and Andrew W. Robertson, Esq.; and Plaintiff
18 and Counter-Defendant Universal City Studios, Inc. appeared by
19 Rosenfeld, Meyer & Susman by Stephen Kroft, Esq. and Gang, Tyre &
20 Brown by Stanley P. Gold, Esq. The Court, having considered the
21 oral and documentary evidence, the stipulations of counsel, the
22 pretrial memoranda, and having considered the argument of counsel,
23 made and entered Findings of Fact and Conclusions of Law and
24 entered an Interlocutory Judgment on December 21, 1976, thereby
25 determining certain issues of liability in favor of Richard Cooper
26 and referring the matter to a Special Master to take and report an
27 accounting of Richard Cooper's damages. The Court, having con-
28 sidered the Special Master's Proposed Findings of Fact and Con-

1 clusions of Law and Final Report, the transcript of proceedings
2 before the Special Master, the documentary evidence, stipulations,
3 and pleadings submitted to the Special Master, the pleadings,
4 records, and files herein and the argument of counsel, and being
5 duly advised in the premises, and having made its final Findings
6 of Fact and Conclusions of Law, it is

7
8 ORDERED, ADJUDGED AND DECREED:
9

10 1. That as between RKO and Richard Cooper, all rights
11 in and to the use of the name, character, and story "King Kong",
12 other than the right to produce the motion picture photoplay "King
13 Kong" as published by RKO on February 24, 1933 and to copyright
14 and renew the copyright in the said motion picture photoplay, and
15 the right to produce the motion picture photoplay "Son of Kong" as
16 published by RKO and to copyright and renew the copyright in the
17 said motion picture photoplay, are exclusively vested in and
18 solely owned by Richard Cooper.

19
20 2. That Defendant and Cross-Defendant RKO is a con-
21 structive trustee of all of the rights in and to the character,
22 name, and story "King Kong" to the extent they have been exercised
23 by it at any time prior to the date of this Final Judgment, and
24 Richard Cooper is the sole beneficiary of said trust.

25
26 3. That Richard Cooper recover from Defendant and
27 Cross-Defendant RKO on his Cross-Complaint damages comprising all
28 profits earned by RKO from the use and the licensing of the use of

1 the name, character, and story "King Kong" in sequels to (exclud-
2 ing "Son of Kong") and remakes of the motion picture photoplay
3 "King Kong" and from the use and licensing of the use of the name,
4 character, and story "King Kong" in connection with the produc-
5 tion, distribution, sale, and promotion of games, toys, books,
6 pictures, models, and any other form of merchandising.

7
8 4. That the amount of said damages is as follows:

9
10 (a) For the period between May 10, 1972 and October 31,
11 1977, in connection with RKO's licensing of Dino DeLaurentiis
12 Corporation ("DDL") to remake the motion picture photoplay "King
13 Kong" and to conduct associated merchandising, the sum of
14 \$1,601,033.56 plus interest at the legal rate from October 31,
15 1977.

16
17 (b) For the period between May 10, 1972 and December
18 31, 1976, in connection with RKO's licensing of the name, char-
19 acter, and story "King Kong" for non-DDL merchandising, the sum
20 of \$33,755.20, plus interest at the legal rate from December 31,
21 1976.

22
23 (c) For the periods following October 31, 1977 and
24 December 31, 1976, respectively, and until such time as RKO shall
25 have complied with Paragraphs 6, 7, and 8 hereof, Richard Cooper
26 is entitled to damages comprising:
27
28

1 (1) The gross income received by RKO after October 31,
2 1977, in connection with the DDLC remake and associated merchan-
3 dising:

4
5 (i) Less expenses incurred in connection with
6 those matters identified in Findings of Fact 43, 44, 45,
7 46, 47, 48, 49, and 50;

8
9 (ii) Less fees and expenses paid to such accounting
10 firm or firms as RKO may employ for the purpose of
11 auditing DDLC's statements;

12
13 (iii) Plus interest at the legal rate on the net sum
14 payable, to be computed separately for each period
15 during which RKO receives payments from or on behalf of
16 DDLC.

17
18 (2) Eighty-five percent (85%) of the gross income
19 received by RKO after December 31, 1976 in connection with non-
20 DDLC merchandising, plus interest at the legal rate from the date
21 of each subsequent receipt.

22
23 5. That the allowance of the Special Master and the
24 costs of said reference, including fees for accounting services,
25 shall be borne by Cross-Defendant RKO.

26
27 6. That RKO execute assignments in favor of Richard
28 Cooper, in the form approved by the Court, of each of the out-

1 standing contracts by which RKO has or will obtain money as a
2 result of the use of the name, character, and/or story "King Kong"
3 in connection with sequels to (excluding "Son of Kong") or remakes
4 of the RKO motion picture photoplay "King Kong" and/or in connec-
5 tion with the use of the character, name, or story "King Kong" for
6 the production, distribution, sale, or promotion of any toys,
7 games, books, pictures, models, or any other form of merchandising.

8
9 7. That if some or all of the contracts executed by
10 RKO with regard to the activities listed in Paragraph 6 cannot be
11 assigned without the consent of the licensee or licensees there-
12 under, RKO shall diligently endeavor to obtain such consent.

13
14 8. That with regard to those contracts as to which a
15 restraint against assignment continues to exist after RKO has made
16 diligent efforts to obtain assignment, RKO shall regularly and
17 promptly account and pay over to Richard Cooper all of the monies
18 received thereunder.

19
20 9. That Cross-Complainant Richard Cooper shall recover
21 his costs to date in connection with the bringing of his Cross-
22 Complaint.

23
24 10. That this Judgment shall not affect the finding
25 that the serialization and novel KING KONG are in the public
26 domain.
27
28

1 11. That the Clerk shall enter this Final Judgment
2 forthwith, the Court expressly determining that there is no just
3 reason for delay.
4

5 Dated:

6 JAN 5 1961
7

MANUEL A. REAL

UNITED STATES DISTRICT JUDGE
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